



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/836,828	04/17/2001	Daniel A. Muntz	10008127-1	9979

7590 11/19/2003

HEWLETT-PACKARD COMPANY  
Intellectual Property Administration  
P.O. Box 272400  
Fort Collins, CO 80527-2400

EXAMINER

FLEURANTIN, JEAN B

ART UNIT	PAPER NUMBER
----------	--------------

2172

DATE MAILED: 11/19/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

# Office Action Summary

Application No.

09/836,828

Applicant(s)

MUNTZ, DANIEL A.

Examiner

Jean B Fleurantin

Art Unit

2172

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 18 August 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-15 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-15 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

## Priority under 35 U.S.C. §§ 119 and 120

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.
- 13) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application) since a specific reference was included in the first sentence of the specification or in an Application Data Sheet. 37 CFR 1.78.
- a) ☐ The translation of the foreign language provisional application has been received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121 since a specific reference was included in the first sentence of the specification or in an Application Data Sheet. 37 CFR 1.78.

## Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: \_\_\_\_\_.

**DETAILED ACTION**

***Response to Amendment***

1. Claims 1-15 remain pending for examination.

***Response to Applicant' Remarks***

2. Applicant's arguments filed on August 18, 2003 with respect to claims 1-15 have been considered but are not persuasive because of the following:

***Claim Rejections - 35 USC § 102***

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1-15 are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent 6,263,350 issued to Wallrath (hereinafter "Wallrath").

As per claims 1 and 11, Wollrath discloses a computer-implemented method for managing access to objects by clients in a distributed file system including a storage server arrangement and a meta-data server (see col. 11, lines 9-12), as claimed "comprises managing

Art Unit: 2172

leases on the objects at the meta-data server" as server application 1120 may also use MI component 1130 to send dirty calls, (col. 11, lines 14-17);

"transmitting lease expiration data from the clients to the storage server arrangement along with storage access requests, the lease expiration data indicating a lease expiration time" as a means for sending the request the client determines if a lease was granted by whether it receives a lease object from the server 'step 10006', the lease object contains various information, including the file handle, the getDuration method, the renew method and the cancel method, it should be noted that if the server rejects the lease for any reason the server generates an exception, which is handled by various exception handlers of the client, (col. 15, lines 4-11);

"comparing at the storage server arrangement the lease expiration data to data indicating a current time" as when using a lease for a group of storage locations containing the data for a file, a program 'the client' requests a lease from the file system manager 'the server' to access the group of storage locations for a period of time 'the lease period', depending on availability, priority and other factors, the server either denies the request or grants a lease period, the lease period granted may be either the entire lease period requested or some portion of it, once a client receives a lease, the client may access the group of storage locations for the lease period, (see col. 12, lines 39-48); and

"denying access to the object if the lease expiration time is earlier than a current time" as server during an active lease will maintain the storage locations' integrity, for example during the lease period the server will not allow the leased file to be deleted, written over or otherwise affected by any entity other than the client, after a lease expires, however, the server no longer guarantees the integrity of the file to the client and thus, the server may delete the file or

Art Unit: 2172

otherwise materially change it or grant a lease to another client that may do the same, (see col. 12, lines 55-64), and column 15, lines 54-56.

As per claim 2, Wallrath discloses "a method further comprises transmitting lease requests from the clients to the meta-data server, each lease request including an object identifier and a requested lease duration" as an object including an identifier identifying a portion of the storage to which the client has access for a lease period according to a lease negotiated between the client and the server, (see col. 19, lines 50-54).

As per claim 3, Wallrath discloses "a method further comprises for each lease granted, returning data to a requesting client indicating a time at which the lease began and a duration of the lease" as once the client requests a lease, the server returns to the client an object, which including methods for determining the duration of the lease, for renewing the lease, (see col. 13, lines 26-28).

As per claim 4, Wallrath discloses "a method further comprises computing lease expiration times at the clients in response to leases granted, wherein the lease expiration data specify the lease expiration times" as the managing MI component sends a return call indicating a period for which the lease was granted, (see col. 6, lines 20-21).

As per claim 5, Wallrath discloses "a method further comprises computing lease expiration times at the meta-data server, and transmitting data indicating the lease expiration

Art Unit: 2172

times from the meta-data server to the clients" as a means for sending the request the client determines if a lease was granted by whether it receives a lease object from the server 'step 10006', the lease object contains various information, including the file handle, the getDuration method, the renew method and the cancel method, it should be noted that if the server rejects the lease for any reason the server generates an exception, which is handled by various exception handlers of the client, (col. 15, lines 4-11).

As per claims 6 and 12, in addition to the discussion in claim 1, Wollrath further discloses "submitting a lease request from a client to the meta-data server, the lease request referencing an object in the distributed file system" as once the client requests a lease, the server returns to the client an object, including methods for determining the duration of the lease, for renewing the lease and for canceling the lease, (see col. 13, lines 26-29);

"when the object becomes available for tease, designating the object as leased to the client and transmitting a lease response to the client, the lease response including data that indicate a lease expiration time" as a means for sending the request the client determines if a lease was granted by whether it receives a lease object from the server 'step 10006', the lease object contains various information, including the file handle, the getDuration method, the renew method and the cancel method, it should be noted that if the server rejects the lease for any reason the server generates an exception, which is handled by various exception handlers of the client, (col. 15, lines 4-11).

Art Unit: 2172

As per claims 7 and 13, the limitations of claims 7 and 13 are rejected in the analysis of claim 2, and these claims are rejected on that basis.

As per claims 8 and 14, the limitations of claims 8 and 14 are rejected in the analysis of claim 3, and these claims are rejected on that basis.

As per claims 9 and 15, Wallrath discloses "a method further comprises computing the lease expiration time at the client from the lease response (thus, the managing MI component sends a return call indicating a period for which the lease was granted", (see col. 6, lines 20-21).

As per claim 10, Wallrath discloses "a method further comprises computing the lease expiration time at the meta-data server" as a means for sending the request the client determines if a lease was granted by whether it receives a lease object from the server 'step 10006', the lease object contains various information, including the file handle, the getDuration method, the renew method and the cancel method, it should be noted that if the server rejects the lease for any reason the server generates an exception, which is handled by various exception handlers of the client, (col. 15, lines 4-11).

*Remarks*

4. In response to applicant's argument on page 2, that "the Office Action fails to show that these limitations are identically taught by Wollrath." It is respectfully submitted that the Wollrath reference discloses the claimed invention as follow: Wollrath discloses a computer-implemented method for managing access to objects by clients in a distributed file system including a storage server arrangement and a meta-data server (see col. 11, lines 9-12), as claimed "comprises managing leases on the objects at the meta-data server" as server application 1120 may also use MI component 1130 to send dirty calls, (col. 11, lines 14-17);

"transmitting lease expiration data from the clients to the storage server arrangement along with storage access requests, the lease expiration data indicating a lease expiration time" as a means for sending the request the client determines if a lease was granted by whether it receives a lease object from the server 'step 10006', the lease object contains various information, including the file handle, the getDuration method, the renew method and the cancel method, it should be noted that if the server rejects the lease for any reason the server generates an exception, which is handled by various exception handlers of the client, (col. 15, lines 4-11);

"comparing at the storage server arrangement the lease expiration data to data indicating a current time" as when using a lease for a group of storage locations containing the data for a file, a program 'the client' requests a lease from the file system manager 'the server' to access the group of storage locations for a period of time 'the lease period', depending on availability, priority and other factors, the server either denies the request or grants a lease period, the lease period granted may be either the entire lease period requested or some portion of it, once a client



Art Unit: 2172

receives a lease, the client may access the group of storage locations for the lease period, (see col. 12, lines 39-48); and

"denying access to the object if the lease expiration time is earlier than a current time" as server during an active lease will maintain the storage locations' integrity, for example during the lease period the server will not allow the leased file to be deleted, written over or otherwise affected by any entity other than the client, after a lease expires, however, the server no longer guarantees the integrity of the file to the client and thus, the server may delete the file or otherwise materially change it or grant a lease to another client that may do the same, (see col. 12, lines 55-64), and column 15, lines 54-56.

Thus, although Wollrath does not fully identical to the claimed invention, the features recited in the claims are different from applicant's arguments and recited features are clearly taught by Wollrath. Further, Wollrath discloses the server 9016 may either choose to grant or deny the lease, see col. 14, lines 21-22.

Although the claims are interpreted in light of the specification, the limitations from the specification are not in read into the claims. See *In re Van Genus*, 988 F.D 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

Therefore, the rejection in last Office Action is maintained.

***Conclusion***

4. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Art Unit: 2172

***Contact Information***

5. Any inquiry concerning this communication from examiner should be directed to Jean Bolte Fleurantin at (703) 308-6718. The examiner can normally be reached on Monday through Friday from 7:30 A.M. to 6:00 P.M.

If any attempt to reach the examiner by telephone is unsuccessful, the examiner's supervisor, Mrs. KIM VU can be reached at (703) 305-8449. The FAX phone numbers for the Group 2100 Customer Service Center are: After Final (703) 746-7238, Official (703) 746-7239, and Non-Official (703) 746-7240. NOTE: Documents transmitted by facsimile will be entered as official documents on the file wrapper unless clearly marked ☐DRAFT☐.


Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Group 2100 Customer Service Center receptionist whose telephone numbers are (703) 306-5631, (703) 306-5632, (703) 306-5633.



Jean Bolte Fleurantin

2003-11-12

JBF/



SHAHID ALAM  
PRIMARY EXAMINER